

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

DAVID SEFTON,

Plaintiff,

v.

EYEBLASTER, INC., *et al.*,

Defendants.

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CIVIL ACTION NO. 4:06-cv-03484

CONSENT JUDGMENT AND PERMANENT INJUNCTION

AND NOW, this 13th day of December, 2007, plaintiff David Sefton ("Sefton"), on the one hand, and defendant Eyebaster, Inc. ("EI"), on the other hand, having agreed separately and privately to resolve their differences and, through their respective counsel, hereby stipulating and agreeing to submit Sefton to imposition of the within final judgment and permanent injunction by consent:

It is hereby STIPULATED and AGREED by the parties and, upon approval by the Court, it is hereby ORDERED, DECREED and ADJUDGED, as follows:

1. Sefton and EI desire to resolve this litigation; the parties do so to buy peace over a disputed claim and not as any admission of liability on the part of EI or Sefton.

2. Sefton acknowledges that after a review of the evidence supplied in discovery, he had no basis in fact to allege that EI had acted willfully, intentionally, or otherwise with malice aforethought, to injure him or his business or to violate any laws and accordingly he is now willing to submit himself, and those who may be in privity, combination, concert, or cooperation with him, to the within permanent injunction against pursuing claims like those asserted in this case against EI.

3. Sefton, his relatives, associates, servants, agents, heirs, executors, successors and legal representatives and anyone else who derives his or her rights or authority from or through Sefton, acknowledging that the actions covered by this paragraph 4 create a risk of imminent and irreparable harm to EI, that EI would not have an adequate remedy at law against them, but that EI would have a likelihood of success on the merits of enjoining such actions and that such an injunction would not strike an unfair balance of hardships and would serve the public interest, therefore, are hereby PERMANENTLY ENJOINED and RESTRAINED from asserting any and all manner of claims, causes of actions, suits, or damages, whatsoever, based on information known, or that could have

been known, up to and including the date of this Consent Judgment and Injunction, and on any legal or equitable theory, whether arising under federal, state, or local law, statute, common law or regulation, against EI, or its predecessors or assigns.

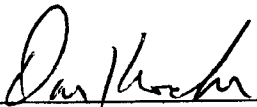
4. Should EI have cause to seek relief of the Court to remedy any violation of this Consent Judgment and Injunction by Sefton, EI may do so without prejudice to pursuing such other and cumulative rights and remedies as may be available to EI under the law or agreement.

5. A FINAL JUDGMENT of dismissal WITH PREJUDICE in favor of EI and against Sefton shall be, and upon approval hereof by the Court, is hereby entered on all of plaintiff's claims, subject only to the Court's continuing jurisdiction over the parties for purposes of enforcing the injunctive relief granted hereby.

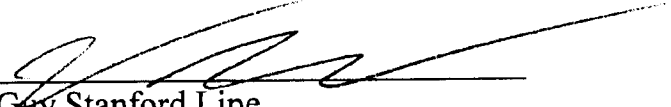
6. No appeal may be taken from this Consent Judgment and Injunction.

7. The Court retains jurisdiction of this matter only to the extent necessary to ensure compliance with Sefton's obligations under this Consent Judgment and Injunction.

AGREED and CONSENTED to:


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Attorneys for Defendant
EYEBLASTER, INC.

SO ORDERED, DECREED and ADJUDGED.

SIGNED at Houston, Texas, on this 28 day of Dec,
2007.


UNITED STATES DISTRICT JUDGE